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[recall - review]

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[wit - zoom]

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

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THE ABOVE RULES ARE CURRENT AS OF APRIL 1, 2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

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Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SOLANO

IN RE MATTER OF: )  
)  
SLATER MATZKE; JOANNA ALTMAN; )  
and WILLIAM MORAT, )  
)  
Plaintiffs, )  
)  
vs. ) CASE NO. FCS056066  
)  
CITY OF VALLEJO; GREG NYHOFF; )  
RANDY RISNER; ANNE CARDWELL; )  
HEATHER RUIZ; and DOES 1-50, )  
inclusive, )  
)  
Defendants. )  
)

VIDEOTAPED DEPOSITION OF GREGORY A. NYHOFF

OAKLAND, CALIFORNIA

WEDNESDAY, JULY 19, 2023

VOLUME I

PAGES 1 - 236

Stenographically Reported by:

HEATHER J. BAUTISTA, CSR, CRR, RPR, CLR  
Realtime Systems Administrator  
California CSR License #11600  
Oregon CSR License #21-0005  
Washington License #21009491  
Nevada CCR License #980  
Texas CSR License #10725

Job No.: 87529

**EXHIBIT**

1

exhibitsticker.com

July 19, 2023

1 VIDEOTAPED DEPOSITION of GREGORY A. NYHOFF,  
2 taken before Heather J. Bautista, CSR No. 11600, a  
3 Certified Shorthand Reporter for the state of  
4 California, with principal office in the county of Santa  
5 Clara, commencing on Wednesday, July 19, 2023,  
6 9:59 a.m., at 1999 Harrison Street, Suite 1600, Oakland,  
7 California 94612.

8  
9  
10 APPEARANCES OF COUNSEL:  
11

12 For Plaintiffs:

13 Gwilliam Ivary Chiosso Cavalli & Brewer  
14 BY: RANDALL E. STRAUSS, ESQ.  
15 J. GARY GWILLIAM, ESQ.  
16 1999 Harrison Street  
17 Suite 1600  
Oakland, California 94612  
Phone: (510) 832-5411 / Fax: (510) 832-1918  
rstrauss@giccb.com  
ggwilliam@giccb.com

18 For Defendants:

19 Best Best & Krieger LLP  
20 BY: STACEY SHESTON, ESQ.  
21 500 Capitol Mall  
Suite 1700  
Sacramento, California 95814  
22 Phone: (916) 325-4000 / Fax: (916) 325-4010  
23 stacey.sheston@bbklaw.com

24 ALSO PRESENT: Ryan Duncan, Videographer  
25 Brittany Smith

July 19, 2023

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| 3 | GREGORY A. NYHOFF          |      |
| 4 | EXAMINATION BY MR. STRAUSS | 5    |

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Instructed Not to Answer

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--o0o--

NO EXHIBITS WERE MARKED FOR THIS VOLUME

--o0o--



July 19, 2023

1 Wednesday, July 19, 2023

2 9:59 a.m.

3 --oOo--

4 THE VIDEOGRAPHER: Good morning. We're on the  
5 record. This is the beginning of Media No. 1 in the  
6 deposition of Greg Nyhoff, in the matter of Slater  
7 Matzke, et al., versus City of Vallejo, et al., Case No.  
8 FCS056066, held at 1999 Harrison Street, Suite 1600, in  
9 Oakland, California. This deposition is being taken on  
10 July 19th, 2023, and the time is 9:59 a.m.

11 The court reporter is Heather Bautista. I am  
12 Ryan Duncan, the videographer, on behalf of First Legal  
13 Depositions, located in Los Angeles, California. This  
14 deposition is being videotaped at all times, unless  
15 specified to go off the video record.

16 Would all present please identify themselves,  
17 beginning with the noticing attorney.

18 MR. STRAUSS: Randy Strauss, representing all  
19 Plaintiffs. My partner, Gary Gwilliam, is in the room,  
20 along with paralegal, Brittany Smith.

21 MS. SHESTON: Stacey Sheston of Best Best &  
22 Krieger, representing the defendants.

23 THE VIDEOGRAPHER: All right.

24 The court reporter can go ahead and swear in  
25 our deponent.

July 19, 2023

1 THE STENOGRAPHER: Good morning.

2 My name is Heather Bautista, and I am a  
3 certified stenographer licensed by the State of  
4 California. My license number is 11600.

5 This deposition and any transcript produced  
6 therefrom will be handled pursuant to California Code of  
7 Civil Procedure Section 2025.

8 As the deposition officer, I will be retaining  
9 my duties and responsibilities under the Code.

10 Please raise your right hand so I can swear you  
11 in.

12 GREGORY A. NYHOFF,  
13 having been first duly sworn, was examined and testified  
14 as follows:

15 **THE WITNESS: Yes.**

16 THE STENOGRAPHER: Thank you.  
17 Please state your full name for the record.

18 **THE WITNESS: Gregory Alan Nyhoff.**

19 THE STENOGRAPHER: Thank you.

20 Counsel, you can begin.

21 MR. STRAUSS: Thank you.

22 DIRECT EXAMINATION

23 BY MR. STRAUSS:

24 Q. Good morning, Mr. Nyhoff.

25 A. Good morning.

July 19, 2023

1 Q. I introduced myself off the record. I'm Randy  
2 Strauss. I represent the plaintiffs in the case.

3 I think you've been depose -- deposed before in  
4 this very room?

5 A. Only time.

6 Q. Okay.

7 That was my next question.

8 Is that the one and only time you've been  
9 deposed?

10 A. Yes. Yes.

11 Q. Did you do anything to prepare for today's  
12 deposition?

13 A. No, other than I went back through the Notice  
14 of Deposition.

15 Q. Okay.

16 Any conversations you've had with your  
17 attorneys are privileged, I'm not entitled to know the  
18 content of -- of those conversations; okay? So any  
19 question I ask you today, just keep that in mind. All  
20 right?

21 So the only document you looked at to prepare  
22 for today was the Notice of Deposition?

23 A. Yes.

24 Q. Okay.

25 And did you understand that to ask you to look

July 19, 2023

1 for any documents?

2 **A. No.**

3 Q. Okay.

4 Did you take the time to go back and review any  
5 documents from your time working at the City of Vallejo?

6 **A. No.**

7 Q. Did you speak to anyone other than attorneys to  
8 refresh your recollection?

9 **A. No.**

10 Q. Did you do anything to refresh your  
11 recollection about events that might pertain to this  
12 case?

13 **A. No.**

14 Q. Have you ever seen the lawsuit that my clients  
15 filed against the City of Vallejo?

16 MS. SHESTON: You're referring to the complaint  
17 document?

18 MR. STRAUSS: I am.

19 **THE WITNESS: Yes.**

20 Q. (By Mr. Strauss) When was the last time you  
21 saw that?

22 MS. SHESTON: Don't guess, but if you can give  
23 him an estimate, he's entitled to that.

24 **THE WITNESS: Yeah. It would -- was before I**  
25 **actually left, and I left in July of 2021.**

July 19, 2023

1 Q. (By Mr. Strauss) Okay.

2 A. So it would be prior to that.

3 Q. All right.

4 So it's been sometime. I want to make sure  
5 we're on the same page in terms of the deposition  
6 process.

7 You understand you're under oath here today?

8 A. Yes.

9 Q. And, obviously, that obligates you to tell the  
10 truth?

11 A. Yes.

12 Q. Okay.

13 The court reporter is doing her best to take  
14 down everything we say here today. She's asked us to  
15 speak slowly and one at a time, and we'll do our best to  
16 do that; right?

17 A. Yes.

18 Q. Okay.

19 If at any time, I ask you a question that's not  
20 clear to you, will you please let me know?

21 A. Yes.

22 Q. Sometimes I -- I jumble my words or I ask -- I  
23 get lost in my own questions.

24 If you answer my question, is it fair that I  
25 assume you heard it and understood it?

July 19, 2023

1           **A.    Yes.**

2           Q.    Okay.  Very good.  All right.

3                   What's your educational background?

4           **A.    I have my Bachelor's of Arts degree from Calvin**  
5           **College in Michigan.**

6           Q.    When did you get that?

7           **A.    1982.**

8           Q.    Okay.

9                   Any further education beyond that?

10          **A.    Not specifically to any college, but lots of**  
11          **conferences and --**

12                   (Stenographer clarification.)

13          Q.    (By Mr. Strauss)  What was your degree in?

14          **A.    Business administration.**

15          Q.    Okay.  All right.

16                   Now, I understand you've been a city manager  
17          of -- of more than one location; correct?

18          **A.    Correct.**

19          Q.    What was the first city manager job you had?

20          **A.    Montague, Michigan.**

21          Q.    When was that?  Roughly?

22          **A.    I'd say it's around -- sorry, I'm doing a**  
23          **little math.**

24          Q.    Sure.  Take your time.  And an estimate is  
25          fine.

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1           A.    Mid '90s.

2                   (Stenographer clarification.)

3           **THE WITNESS: Mid 1990s.**

4           Q.    (By Mr. Strauss) What type of work, if any,  
5 did you do before the first city manager job?

6           A.    Before that, I was the operations manager at  
7 the Highlands Ranch Metropolitan District, and then an  
8 assortment of -- of jobs. I owned my own business in  
9 Denver, Colorado, and worked for an investment firm and  
10 a couple other short-term side jobs.

11          Q.    How long were you the city manager of Montague,  
12 Michigan?

13          A.    Seven or eight years.

14          Q.    And what was your next position after that?

15          A.    I moved to Fountain, Colorado, where I became  
16 the city -- where I was the city manager there.

17          Q.    How long were you the city manager there?

18          A.    Eight years.

19          Q.    What was your next position after that?

20          A.    Yeah. So then I moved to the City of Colorado  
21 Springs as an assistant city manager for almost two  
22 years.

23          Q.    Okay.

24                   And is it fair to say Colorado Springs is a  
25 larger city than the other two?



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1           A.    Yes.   Colorado Springs was 400,000 population.

2           Q.    Sure.

3                   And that was two years, you said?

4           A.    Yes.

5           Q.    And what was your next position after that?

6           A.    City of Modesto, California, city manager.

7           Q.    What years were you the city manager in  
8 Modesto?

9           A.    I say the Great Recession was 2008, so right  
10 around the six years, 2002, 2000 -- probably 2004 to  
11 2010, approximately.

12          Q.    Okay.   Okay.

13                   Do you recall who the mayor was when you were  
14 at Modesto?

15          A.    Mr. Ridenour, Mayor Ridenour, and then Mayor  
16 Marsh.

17          Q.    My parents live there, so I was just curious.

18                   Any of these jobs that you've mentioned so far,  
19 were you terminated from?

20          A.    No.

21          Q.    All of them you left voluntarily?

22          A.    Yes.

23          Q.    Okay.

24                   Where did you go after the city of Modesto?

25          A.    City of Oxnard, California.

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1 Q. And you were city manager there?

2 A. Yes.

3 Q. Over what time period?

4 A. I have to be --

5 (Stenographer clarification.)

6 THE WITNESS: It was four years.

7 MS. SHESTON: You can estimate.

8 Q. (By Mr. Strauss) I assure you, I'm not going  
9 to make an issue if you're inaccurate, as long as it's  
10 your best estimate.

11 A. I'm trying to go backwards now to get to --

12 Q. I understand.

13 A. So 2014, somewhere around there.

14 Q. Okay.

15 A. Does that make sense with the other one?

16 Q. It does.

17 What was your next position after that?

18 A. City of Vallejo, city manager.

19 Q. Over what time period were you City of Vallejo  
20 city manager?

21 A. 2017/2018, I started there. Can't remember  
22 which year it was.

23 Q. Okay.

24 And that lasted until July of '21?

25 A. Yes.

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1 Q. Okay.

2 And why did you leave in July of '21?

3 A. Left for medical reasons.

4 Q. Okay.

5 Did a doctor tell you that you were disabled  
6 from working?

7 MS. SHESTON: Well, I'm going to object on  
8 medical privacy grounds. You don't need to answer the  
9 specifics about your medical condition and doctor's  
10 advice.

11 Q. (By Mr. Strauss) Do you still have whatever  
12 medical issue was impacting you in 2021?

13 A. I have not been back to the doctor, and so I  
14 would say no.

15 Q. Have you had any employment since you left the  
16 City of Vallejo?

17 A. No.

18 Q. Where do you live now?

19 A. Mount Vernon, Texas.

20 Q. Okay.

21 What brought you to Mount Vernon, Texas?

22 A. Partly family, and then partly warmer and no  
23 snow. And then, just, we liked what we saw there as far  
24 as the quality of life.

25 Q. All right.

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1 And you do not work at the present time?

2 A. I do not.

3 Q. And have not worked since you left Vallejo?

4 A. I have not.

5 Q. Have you attempted to seek employment since you  
6 left Vallejo?

7 A. I have not.

8 Q. Do you live with anybody?

9 A. I live with my wife and my son and  
10 daughter-in-law.

11 Q. Okay.

12 Does your wife work?

13 A. No.

14 Q. Okay.

15 When you were the city manager in Vallejo, who  
16 did you report to?

17 A. The mayor and City Council.

18 Q. Okay.

19 And were they the entities that oversaw your  
20 work and -- and provided your performance reviews?

21 A. Correct.

22 Q. And they had the ability to hire and fire you?

23 A. Correct.

24 Q. Did you take an oath of office as a city  
25 manager?

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1           **A.     Yes.**

2           Q.     Do you know what the source of that oath of  
3     office is?

4           MS. SHESTON:   Calls for speculation, but you  
5     can answer if you know.

6           **THE WITNESS:   What was your question again?**

7           Q.     (By Mr. Strauss)   Do you know where that --

8           **A.     Source?**

9           Q.     -- where that oath comes from?   Is it embodied  
10    in the City charter?

11          **A.     Well, yeah.   City charter is --**

12                   (Stenographer clarification.)

13          **THE WITNESS:   I'm -- I think -- I believe**  
14    **it's -- I think it's the constitutional, regular oath of**  
15    **office.**

16          Q.     (By Mr. Strauss)   Okay.

17                   Constitution of the State of California or the  
18    United States?

19          MS. SHESTON:   Same objection.

20          **THE WITNESS:   I don't know.**

21          Q.     (By Mr. Strauss)   Okay.   That's fine.

22                   Do you remember what the oath was?

23          MS. SHESTON:   You mean the specific words?

24          MR. STRAUSS:   Yeah.

25          **THE WITNESS:   Few of them.   To faithfully**

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1 uphold the laws of the -- of the City of Vallejo.

2 Q. (By Mr. Strauss) Okay.

3 When you refer to the rules of the City of  
4 Vallejo, is there anything specific you have in mind?  
5 In other words, where would I find the rules of the City  
6 of Vallejo?

7 A. The municipal codes, the police codes, all the  
8 codes that the City Council had adopted in the past,  
9 which would include any policies and procedures,  
10 including personnel policies.

11 Q. Were there also administrative rules?

12 A. Yes.

13 Q. And did you have access to them?

14 A. Yes.

15 Q. Did you ever actually take the time to review  
16 these various rules that you've described?

17 A. Yes.

18 MS. SHESTON: Vague and ambiguous.

19 Give me a minute before you answer each  
20 question. Thanks.

21 Q. (By Mr. Strauss) And how did you go about  
22 doing that?

23 A. Prior to working for the City, I reviewed them.

24 Q. And what specifically did you review?

25 MS. SHESTON: Vague and ambiguous. Overbroad.

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1 Go ahead.

2 THE WITNESS: So personnel policies and  
3 procedures.

4 Q. (By Mr. Strauss) Okay.

5 Were there any ethical obligations, as you  
6 understood it, that you had to follow as city manager?

7 A. Yes.

8 Q. And where would those -- where would you find  
9 those, if you wanted to look for them?

10 A. As a city manager, we, as part of our National  
11 City Manager's Association, have a Code of Ethics, which  
12 we abide by and follow.

13 Q. Was there any legal obligation to abide by  
14 those Code of Ethics, as you understood it?

15 A. No.

16 MS. SHESTON: Objection calls for a legal  
17 conclusion.

18 Q. (By Mr. Strauss) Do you know if the City  
19 expected you to abide by those ethical obligations?

20 MS. SHESTON: Vague and ambiguous. Calls for  
21 speculation.

22 Go ahead.

23 THE WITNESS: I don't -- I don't -- they --  
24 they expected me to be an ethical city manager.

25 Q. (By Mr. Strauss) Did anyone from the City



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1 Council or the mayor ever specifically discuss with you  
2 any of those ethical obligations?

3 A. No.

4 Q. Okay.

5 When you were city manager at the various  
6 locations prior to Vallejo, did you have occasions to be  
7 involved in development deals involving city land?

8 A. Yes.

9 Q. Is -- is that part of the normal course of --  
10 of duties of a city manager?

11 A. Yes.

12 Q. And is that something that frequently comes up  
13 where you interact with developers for city-owned land?

14 A. Yes.

15 Q. Okay.

16 Are there any laws or regulations that you're  
17 aware of that constrain you in how you go about working  
18 on development deals?

19 MS. SHESTON: Vague and ambiguous. Calls for  
20 speculation.

21 Are you talking about California or his whole  
22 career in several different states or?

23 MR. STRAUSS: Let's limit it to California.

24 MS. SHESTON: Okay.

25 THE WITNESS: Can you repeat the question.

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1 Q. (By Mr. Strauss) Yeah.

2 So when -- when you were acting as a city  
3 manager in the state of California, and are working on  
4 private development deals, are there any  
5 laws/regulations that you're aware of that govern your  
6 behavior?

7 MS. SHESTON: Calls for a legal conclusion.  
8 Go ahead.

9 THE WITNESS: Certainly the laws of the state  
10 and the municipal codes, as it pertains to working with  
11 outside developers of any kind pertaining to my behavior  
12 and actions in regards to working with developers.

13 Q. (By Mr. Strauss) Is a city manager in  
14 California required to act in the best interest of the  
15 City?

16 MS. SHESTON: Calls for a legal conclusion.  
17 Go ahead.

18 THE WITNESS: Yes.

19 Q. (By Mr. Strauss) And what is the source of  
20 that obligation, if you know?

21 MS. SHESTON: Same objection.

22 THE WITNESS: When I'm hired to -- as a city  
23 manager, I have the responsibility to oversee all the  
24 operations of the City and work with the City Council to  
25 achieve their goals. And so I view those as my

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1 obligations to the community.

2 Q. (By Mr. Strauss) Is that written down  
3 somewhere in some law or regulation or administrative  
4 code or anything of the sort?

5 MS. SHESTON: Calls for speculation.

6 But if you can -- if you know, go ahead.

7 THE WITNESS: When I was -- what I was trying  
8 to remember is if the City had a code of ethics at the  
9 time when I started. Certainly I believe we did have  
10 one. So that would be the -- one of -- one of the  
11 documents that we follow.

12 Q. (By Mr. Strauss) Okay.

13 That code of ethics was never rescinded, was  
14 it?

15 A. No.

16 Q. You said "when I started," so I just wanted to  
17 clarify that it was in place the entire time you were  
18 there?

19 A. Yes.

20 Q. Okay.

21 Is there a way for you to briefly tell me what  
22 your responsibilities were as city manager of Vallejo?

23 A. Yes. I -- responsible for all of the  
24 operations of the City, which are Police, Fire, Public  
25 Works, Planning, Housing; all of those. Oversee the

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1 personnel of the City. Answer directly to the City  
2 Council as a majority. And I work in the best interests  
3 of the community.

4 Q. Okay.

5 And Vallejo had a city attorney's office as  
6 well?

7 A. That's correct.

8 Q. Was that an independent entity from the  
9 organization you oversaw?

10 MS. SHESTON: Calls for a legal conclusion.  
11 Go ahead.

12 THE WITNESS: They were in-house attorneys  
13 hired by the City.

14 Q. (By Mr. Strauss) Did you oversee them?

15 A. The city attorneys?

16 Q. Yes.

17 A. Yes.

18 Q. Were you responsible for hiring and firing  
19 anyone in the City Attorney's Office?

20 A. Except for the City Attorney's Office, I did  
21 not have authority to hire and fire or manage them.  
22 They're independent.

23 Q. All right.

24 A minute ago, I think you said you oversaw the  
25 City Attorney's Office.

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1 Is that -- is that accurate?

2 A. No. I did not -- I do not oversee the City  
3 Attorney's Office.

4 Q. Did City Attorney's Office interact with you in  
5 performing your duties as city manager?

6 A. Yes.

7 Q. In what way?

8 MS. SHESTON: Vague and ambiguous, calls for a  
9 narrative.

10 Go ahead, if you can give him a fairly concise  
11 answer.

12 THE WITNESS: In most -- in all things that  
13 require legal documents, preparing City Council agendas,  
14 weekly meetings with the city attorney. So a very  
15 regular basis, we would have communications, and they  
16 were -- they were -- they reviewed all the documents  
17 and --

18 (Stenographer clarification.)

19 THE WITNESS: -- council packets.

20 Q. (By Mr. Strauss) Did you rely on the city  
21 attorneys to provide with legal advice?

22 A. Yes.

23 Q. And did you ever turn to outside counsel for  
24 legal advice? In Vallejo?

25 A. I did not.

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1 Q. Did somebody else that you're thinking of?

2 A. The City Attorney's Office sometimes would hire  
3 outside counsel.

4 Q. Okay.

5 Did you ever ask the City Attorney's Office to  
6 hire outside counsel?

7 A. I did not ask the city attorney.

8 (Stenographer clarification.)

9 THE WITNESS: I did not ask the city attorney,  
10 Claudia Quintana, to hire outside counsel.

11 Q. (By Mr. Strauss) Was she the only city  
12 attorney during your tenure at Vallejo?

13 A. No. There were -- no.

14 Q. Okay.

15 Was she the city attorney when you left  
16 Vallejo?

17 A. No.

18 Q. Who was the city attorney?

19 A. Veronica Nebb.

20 Q. Okay.

21 Did you ever ask Veronica Nebb to hire outside  
22 counsel?

23 A. No.

24 Q. Did you ever ask any city attorney to hire  
25 outside counsel?

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1 MS. SHESTON: Point of clarification: Are you  
2 referring to the named city attorney or anybody in the  
3 office when you say "city attorney"?

4 Q. (By Mr. Strauss) Well, I appreciate that.  
5 Let's broaden it out.

6 Did you ever ask any lawyers in the city  
7 attorney's Office to hire outside counsel?

8 A. Yes. There were a couple times that I would  
9 ask them to consider outside legal counsel to get a  
10 second opinion.

11 Q. Do you recall any of those circumstances?

12 A. It would be with Shannon. I can't recall her  
13 last name.

14 Q. Eckmeyer?

15 A. Yes. Shannon Eckmeyer. There were a couple  
16 times throughout negotiations on all the projects,  
17 because she was the lead city attorney in Economic  
18 Development and Planning, that we discussed and I  
19 discussed with her what I thought in my opinion would be  
20 a good idea to get a second opinion.

21 Q. Are you aware that Shannon Eckmeyer has been  
22 deposed in this case?

23 A. Yes.

24 Q. Have you read her transcript?

25 A. No.



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1 Q. Okay.

2 When you said that you were discussing projects  
3 with Shannon Eckmeyer, are you talking about development  
4 deals?

5 MS. SHESTON: Vague and ambiguous as to the  
6 term "development deals."

7 Q. (By Mr. Strauss) What kind of projects were  
8 you referring to?

9 A. That was probably the major part of that  
10 because she was -- again, the main attorney in handling  
11 development projects and negotiating agreements. She  
12 also did the work for the planning department, so she  
13 would be maybe discussing land-use ordinances or those  
14 types of things.

15 Q. Do you remember any specific instances where  
16 you asked Ms. Eckmeyer to get a second opinion from an  
17 outside counsel?

18 A. I don't recall the specifics.

19 Q. Do you recall receiving advice from  
20 Ms. Eckmeyer that you felt was incorrect and wanted a  
21 second opinion?

22 MS. SHESTON: Objection. Compound.

23 Go ahead.

24 THE WITNESS: So the economic development  
25 portion of this were negotiation --

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1 (Stenographer clarification.)

2 THE WITNESS: -- agreements.

3 And so -- so I would review those, we would  
4 discuss certain components of those, and sometimes they  
5 were interpretive in nature, and so I would question  
6 those.

7 I can -- I remember it rarely, having that  
8 conversation with her in all the work we did together,  
9 but there were a couple times when I did ask her to --  
10 that I -- that I thought she could review that  
11 particular requirement or regulation, and what we were  
12 trying to do was get to a "yes" with whoever was doing  
13 the development, that she should seek some additional  
14 input into that.

15 Q. (By Mr. Strauss) And do you have any more  
16 specific recollection of what the issues were than what  
17 you just told me?

18 A. I do not.

19 Q. Do you know if outside counsel was ever, in  
20 fact, retained as a result of those conversations?

21 A. Not that I'm aware of.

22 Q. Okay.

23 Do you recall any instance where outside  
24 counsel was hired to give a second opinion when you were  
25 city manager in Vallejo?

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1 MS. SHESTON: About anything or about Shannon?

2 MR. STRAUSS: About anything.

3 **THE WITNESS: Yes.**

4 Q. (By Mr. Strauss) What -- is there one  
5 particular instance or -- or several?

6 A. No. One instance was in regards to an  
7 assessment on the police department.

8 Q. Okay.

9 Who was the outside counsel that was hired?

10 A. Well, the city attorney had a number of outside  
11 counsels that they worked with, and so this particular  
12 one that city attorney actually asked to bring into a  
13 meeting was Charles Sakai; Sakai is the name of the law  
14 firm. But that's the one time I do remember bringing  
15 in --

16 Q. Was this generally related to the police  
17 shooting controversies?

18 A. Generally, it was in regards to the entire  
19 operations, but certainly the shootings had a  
20 significant part or role to play in the decision for the  
21 assessment.

22 Q. Okay.

23 If I were to ask you to briefly describe what a  
24 typical day is like as the city manager of Vallejo,  
25 would you be able to do that?

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1 MS. SHESTON: Objection. Vague and ambiguous  
2 as to the term "typical."

3 Q. (By Mr. Strauss) Is there such a thing?

4 A. No. Typically, there is a -- I'm booked for  
5 the entire day with calendar meetings.

6 Q. Okay.

7 A. And that could range from any of the  
8 operational -- any of the operations that the City  
9 conducts for the community.

10 Q. Did you interact directly with developers in  
11 relation to potential development deals?

12 MS. SHESTON: In Vallejo?

13 Q. (By Mr. Strauss) In Vallejo?

14 A. On occasion.

15 Q. Is that something you frequently did?

16 A. No.

17 Q. Okay.

18 If you were to communicate electronically with  
19 somebody in your capacity as city manager, did you have  
20 any City e-mail account?

21 A. Yes. Yes.

22 Q. Okay.

23 Did you also maintain personal e-mail accounts?

24 A. I had a -- I had a personal e-mail, yes.

25 Q. Did you ever use that to conduct City business?

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1           **A.     No.**

2           Q.     Okay.

3           **A.     Not that I recall.**

4           Q.     Do you remember what your e-mail address was,  
5           your personal one, when you were at City of Vallejo?

6                   MS. SHESTON: Can we agree that it's going to  
7           be subject to the protective order?

8                   MR. STRAUSS: Certainly.

9                   **THE WITNESS: It was -- I think it was**  
10          **gnyhoff@gmail.com.**

11          Q.     (By Mr. Strauss) Okay.

12                   Do you still maintain that?

13          **A.     No.**

14          Q.     Do you recall what your official City e-mail  
15          address was?

16          **A.     Gregnyhoffci -- cityofvallejo.com. Can't**  
17          **remember if it's abbreviated or not.**

18          Q.     Did you have a personal cell phone while you  
19          were city manager?

20          **A.     Yes.**

21          Q.     Did you conduct City business using that  
22          personal cell phone?

23          **A.     Rarely.**

24          Q.     Did you exchange text messages using that cell  
25          phone for City business?

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1           **A.     On occasion.**

2           Q.     Do you recall what that phone number was?

3                 MS. SHESTON: Same? We can stipulate that it's  
4 subject to the protective order?

5                 MR. STRAUSS: Absolutely.

6                 **THE WITNESS: I do not.**

7           Q.     (By Mr. Strauss) Do you still have that same  
8 cell phone?

9           A.     I have the same cell phone. My current number,  
10 which I actually had two numbers, I switched numbers  
11 while I was in Vallejo, which my current phone number  
12 that I did use part of the time was 719-464-8278.

13          Q.     Okay.

14                 Do you remember when you started using that  
15 while in Vallejo?

16          A.     It would be approximately during the last year  
17 while I was there.

18          Q.     Did you also have a City-provided cell phone?

19          A.     Yes.

20          Q.     And did you use that more frequently to conduct  
21 City business?

22          A.     Absolutely.

23          Q.     And did you text people using that cell phone  
24 for City business?

25          A.     Yes.

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1 Q. Do you remember what that phone number was?

2 A. No.

3 Q. And I take it you no longer have access to that  
4 telephone?

5 A. Correct.

6 Q. Okay.

7 You signed a severance agreement when you left  
8 the City of Vallejo?

9 A. Yes.

10 Q. Did you understand that you had legal claims  
11 against the City of Vallejo at the time you left?

12 MS. SHESTON: Calls for a legal conclusion.

13 Go ahead.

14 THE WITNESS: Can you rephrase that question.

15 Q. (By Mr. Strauss) Did you believe that you had  
16 a legal claim against the City of Vallejo around the  
17 time that you left?

18 MS. SHESTON: Same objection.

19 Go ahead.

20 THE WITNESS: Yes.

21 Q. (By Mr. Strauss) And do you recall what the  
22 nature of that claim was?

23 MS. SHESTON: Same objection.

24 Go ahead.

25 Except to the extent it might call for legal

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1 advice you got from some lawyer. I mean, if your  
2 understanding is only arising out of that conversation,  
3 that's probably off limits. So with that admonishment.

4 **THE WITNESS: There's confidentiality clauses**  
5 **in that agreement.**

6 MS. SHESTON: Okay.

7 Q. (By Mr. Strauss) Well, that's fine, but in  
8 your own mind, did you think that you had some reason to  
9 sue the City of Vallejo around the time you left?

10 MS. SHESTON: Same objections. Calls for a  
11 legal conclusion. And if it calls for the disclosure of  
12 attorney-client privileged information, you should not  
13 answer that.

14 **THE WITNESS: Then I will not answer that.**

15 Q. (By Mr. Strauss) Okay.

16 Did you believe that you had any legal claims  
17 against the City of Vallejo that had anything to do with  
18 any allegations made by my three clients in this  
19 lawsuit?

20 MS. SHESTON: Same objections.

21 But go ahead.

22 **THE WITNESS: No.**

23 Q. (By Mr. Strauss) Okay.

24 So whatever legal claims you felt you had  
25 against the City of Vallejo were unrelated to the claims



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1 of my clients?

2 MS. SHESTON: Same objections.

3 Go ahead.

4 **THE WITNESS: Yes.**

5 Q. (By Mr. Strauss) Okay.

6 Is the City of Vallejo providing you with an  
7 attorney in relation to this case?

8 **A. Yes.**

9 Q. And is that pursuant to the settlement  
10 agreement that you reached with them?

11 MS. SHESTON: Calls for a legal conclusion.  
12 Go ahead.

13 **THE WITNESS: I don't -- I don't recall**  
14 **specifically if it is in the separation agreement.**

15 Q. (By Mr. Strauss) Okay.

16 Are you being paid for your time today as a  
17 witness?

18 **A. Yes.**

19 Q. And -- and you're being paid by the City of  
20 Vallejo?

21 **A. Yes.**

22 Q. At what rate?

23 **A. The same rate I was paid when I left.**

24 Q. What's your best estimate of what that is?

25 **A. \$125 an hour.**

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1 Q. And are they paying you for anything you do  
2 related to this case?

3 MS. SHESTON: Vague and ambiguous.

4 **THE WITNESS: No.**

5 Q. (By Mr. Strauss) What is your -- what is your  
6 understanding of what you're being paid for by the City  
7 of Vallejo, as it relates to this case?

8 A. They will reimburse me for the time I spend in  
9 preparation and in deposition, and a portion of the  
10 travel time I spend to get here.

11 Q. And is it your understanding that is pursuant  
12 to the settlement agreement you signed with the City?

13 A. Yes.

14 Q. Okay.

15 Is that something that you asked for in your  
16 negotiation?

17 A. Yes.

18 Q. Do you know who, on behalf of the City, was  
19 involved in negotiating your separation agreement?

20 MS. SHESTON: Calls for speculation.

21 But if you know, go ahead.

22 **THE WITNESS: My attorney, personal attorney,**  
23 **was working with the city attorney, Veronica Nebb.**

24 (Stenographer clarification.)

25 **THE WITNESS: Veronica Nebb.**

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1 Q. (By Mr. Strauss) That's N-e-b-b?

2 A. Correct.

3 Q. And what's the name of your personal attorney?

4 A. I honestly do not remember his name.

5 Q. Is it R. Craig Scott?

6 A. Yes. Thank you.

7 Q. Okay. All right.

8 Do you know where his office is?

9 A. I have not -- I'm not sure.

10 Q. How did you find him?

11 A. He was someone who had assisted other city  
12 attorneys, so I saw him in a publication.

13 Q. Okay.

14 Did anyone from the City of Vallejo ask you to  
15 leave your employment as city manager?

16 A. Anyone, I'm sorry?

17 Q. Anyone working for the City of Vallejo?

18 A. No.

19 Q. Any elected official for the City of Vallejo?

20 A. No.

21 Q. Prior to your health issue that you told me  
22 about, did you have any conversations with anybody about  
23 leaving your employment with the City of Vallejo?

24 MS. SHESTON: Other than counsel. If you spoke  
25 to counsel, legal counsel, I mean.

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1 MR. STRAUSS: With an "s," not a "c."

2 MS. SHESTON: Right.

3 THE WITNESS: I don't recall ever having a  
4 conversation with anybody --

5 (Stenographer clarification.)

6 THE WITNESS: -- about leaving.

7 Q. (By Mr. Strauss) So is it your position that  
8 the sole and only reason why you left your city manager  
9 position at Vallejo was because of your health issues?

10 A. No, that was not the sole reason.

11 Q. What other reasons were there?

12 A. I was -- the new mayor and I were, shall we  
13 say, not on the same page, and there was a lot of local  
14 media folks and a group of people that were kind of  
15 outspoken within the community that -- that had  
16 discussed a lot of untruths and were making that public  
17 about me on a regular occasion, especially during City  
18 Council meetings.

19 Q. Who was the new mayor you're referring to?

20 A. Mayor McConnell.

21 Q. When did he become mayor? I'm assuming it's a  
22 he.

23 A. Yes.

24 2020.

25 Q. Okay.

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1           A.     January, probably, 2020.

2           Q.     And what issues did you have with Mayor  
3     McConnell that you were referring to?

4           A.     I am pausing because of, again, the  
5     confidentiality agreement that I signed in regards to  
6     discussing some of these.

7                     I will just say, generally, he had a far  
8     different perspective on the role of the city manager  
9     and my -- and my direction, so we -- we didn't have many  
10    meetings and our communication was very limited.

11          Q.     Did you -- if I call your issues  
12    "disagreements," is that a fair characterization?

13          A.     Yes.

14          Q.     All right.

15                    Were any of your disagreements with Mayor  
16    McConnell related to any land development negotiations?

17          A.     Certainly as all councilmembers, including the  
18    mayor, have their own opinion on development projects,  
19    but certainly he had his opinions. I don't -- there  
20    was -- I mean, there were perhaps a couple of  
21    disagreements, but typically, I don't work directly for  
22    the mayor; I work for the entire council.

23                    So just -- we didn't have a lot of discussion  
24    about those, but from the deas, you would be able to  
25    hear his disagreements or other opinions regarding

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1 development agreements that we were proposing.

2 Q. And I just want to be clear and make sure I'm  
3 understanding what you're telling me: Part of the  
4 reason why you left the City of Vallejo is because you  
5 had some disagreements with the new mayor; is that fair?

6 A. Yes.

7 Q. And one of those disagreements involved  
8 differences of opinion regarding development deals?

9 A. No.

10 Q. Okay.

11 Did your disagreements with Mayor McConnell  
12 have anything to do with the development of Mare Island?

13 A. No.

14 Q. Did your disagreements with Mayor McConnell  
15 have anything to do with my three clients?

16 A. No.

17 Q. Okay.

18 Did your disagreements with Mayor McConnell  
19 have anything to do with any personnel issues?

20 A. Yes.

21 Q. What can you tell me about that? What were the  
22 issue?

23 MS. SHESTON: I'm going to object on  
24 third-party privacy grounds to the extent it calls for  
25 you to speak about other employees in the -- of the City

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1 who have their own personnel privacy protection, so I'm  
2 not sure you can answer that question except in a broad  
3 way.

4 Q. (By Mr. Strauss) You're talking about  
5 employees of the City?

6 A. Broadly, when it came to personnel, the Charter  
7 very specifically stated that City Council was not to  
8 interfere with the daily operations or the employees of  
9 the City, and we had disagreements about that on a  
10 number of occasions.

11 Q. Was this related to the police department or  
12 some other department?

13 A. General City --

14 (Stenographer clarification.)

15 THE WITNESS: The general City, overall.

16 Q. (By Mr. Strauss) But not anything related to  
17 my clients?

18 A. Nothing specifically.

19 Q. Okay.

20 You told me that there were some media folks  
21 who were raising issues I guess both publicly and at  
22 City Council meetings that led, in some way, to your  
23 decision to leave the City; is that fair?

24 A. Yes.

25 Q. And do you -- what were the issues that they

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1 were raising? What were they related to?

2 A. They were related to the police department and  
3 my oversight there, badge --

4 (Stenographer clarification.)

5 THE WITNESS: -- badge bending. There was a --  
6 a -- a couple challenges to the term agreement on Mare  
7 Island.

8 Q. (By Mr. Strauss) Okay.

9 And is that something that any of my clients  
10 were working on, that term agreement?

11 A. Yes.

12 Q. Mr. Matzke and Mr. Morat, specifically?

13 A. Yes.

14 Q. Did Ms. Altman have anything to do with working  
15 on that?

16 A. Not that I'm aware of.

17 Q. Okay.

18 Can you be more specific about what terms were  
19 controversial in those development -- in that  
20 development agreement.

21 MS. SHESTON: Vague as to time.

22 Q. (By Mr. Strauss) What were you referring to?

23 A. In general, the -- the part I would remember  
24 most is about the terms as far as giving the land away  
25 on Mare Island to a developer and the timelines that



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1 were required to do specific things.

2 Q. Giving the land away, is that something that  
3 the media was raising or is that actually what was  
4 happening?

5 MS. SHESTON: Vague and ambiguous. Lacks  
6 foundation.

7 Go ahead.

8 THE WITNESS: So in this particular project,  
9 which is the redevelopment of an old naval site, which  
10 basically is built on a very, very -- well, the -- the  
11 dredging material from the river itself, so it's very  
12 unstable. And so the actual cost in order to prepare  
13 the land, or if there were buildings on the land that  
14 were dilapidated or old, were very significant.

15 So when evaluating the cost or price for that  
16 land, you had to take into account the cost was going to  
17 be to actually make it developable-ready. And so no, I  
18 would say not free, but you -- but it ended up being a  
19 minimal cost, just because the cost to actually prepare  
20 it to develop and deal with sea-level rise was very  
21 significant.

22 Q. (By Mr. Strauss) Okay.

23 And let me see if I understand, and you can  
24 correct me if I'm wrong. Are you saying that for this  
25 particular project, there -- it was so expensive to

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1 develop the land, that in order to attract a developer,  
2 it had to be sold at a discount, and that would be a net  
3 benefit to the City? Is that close?

4 A. Yes.

5 Q. And what was the controversy that the media was  
6 raising about that?

7 A. I think it was just the amount that they --  
8 they thought it should be much more.

9 Q. Okay.

10 And there's been some discussion, both in this  
11 lawsuit and in what I've read in the Press, about a term  
12 sheet that talks about "substantially complete."

13 Are you familiar with that?

14 A. Yes.

15 Q. And is that one of the controversies that was  
16 being raised, as you described it, by the media?

17 A. Not of significance. It was -- it was one that  
18 I had heard, either through public meetings, people  
19 mentioning, or the media later on.

20 Q. Is that specific issue anything that led to  
21 your decision to leave Vallejo?

22 A. No.

23 MS. SHESTON: Vague and ambiguous.

24 I don't understand the question. Did you  
25 understand the question?

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1                   THE WITNESS: The question was: Did that  
2                   specific verbiage on that term sheet of "substantially  
3                   complete" one of the reasons I left, and the answer was  
4                   no.

5                   MS. SHESTON: Okay.

6                   Q. (By Mr. Strauss) You know Slater Matzke?

7                   A. Yes.

8                   Q. When did you meet him?

9                   A. When I first started at Vallejo.

10                  Q. Was he working there at the time?

11                  A. As a contract employee.

12                  Q. Okay.

13                  A. Consultant.

14                  Q. What was he doing?

15                  A. He was assisting with economic development.

16                  Yeah, he was working on development.

17                  Q. And at some point, did you make a decision to  
18                  hire him as a full-time employee?

19                  A. Yes.

20                  Q. And when -- when was that? Best estimate?

21                  A. Late 2020 or early 2021.

22                  Q. And what was his position?

23                  A. Special advisor to the city manager.

24                  Q. In general, what were his duties?

25                  A. Continue assisting with the economic

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1 development of the City, contacts with business owners  
2 and companies and marketing --

3 (Stenographer clarification.)

4 THE WITNESS: -- our city.

5 Q. (By Mr. Strauss) Did you feel he was qualified  
6 for that position?

7 A. Yes.

8 Q. What were his qualifications, as you understood  
9 it?

10 A. So I never did see his official resume, so the  
11 qualifications for it was based on experiences that --  
12 that I had with him and his strength, and certainly  
13 working with businesses, corporations, and then  
14 marketing. So he was good at that. And my general  
15 understanding of it, he had some knowledge of -- of  
16 business -- business operations or finances.

17 Q. Okay.

18 Did he work on development deals for the City  
19 of Vallejo?

20 A. My answer would be yes, but to clarify that --  
21 because Will -- Will was the one who worked directly for  
22 me and was overseeing that, so I'm making that -- my  
23 belief was that it was yes, because those two worked  
24 very closely together.

25 Q. And speaking with Mr. Matzke, for the moment,

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1 did he work closely with you?

2 MS. SHESTON: On anything?

3 MR. STRAUSS: Yeah.

4 MS. SHESTON: Vague and ambiguous as to the  
5 term "closely," but go ahead.

6 THE WITNESS: Yeah. As close as other  
7 directors or leadership team --

8 (Stenographer clarification.)

9 THE WITNESS: Close as I was to the other  
10 members of the leadership team.

11 Q. (By Mr. Strauss) How often or how frequently  
12 would you meet with Mr. Matzke?

13 MS. SHESTON: Vague as to time.

14 Go ahead.

15 THE WITNESS: The majority of the time would be  
16 with Mr. Morat and Mr. Matzke, because the highest  
17 priority that the City had, in my mind and Council's  
18 mind, was economic development. So that was extremely  
19 important for me to pursue with diligence for the  
20 community.

21 So it would depend what was going on at the  
22 time, if things were -- if there was a lot of things  
23 evolving into, for instance, policy decisions, versus  
24 just the day-to-day working with developers to pursue  
25 more economic development and job creation.

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1 Q. And was Mr. Matzke working with Mr. Morat on  
2 the Mare Island project?

3 A. Again, they -- they were -- when I would meet,  
4 they would be together. But Mr. Morat was the person  
5 that was the lead on doing the agreements, communicating  
6 that with me.

7 Q. Okay.

8 And by doing the agreements, do you mean that  
9 they were negotiating directly with developers to help  
10 reach an agreement with the City?

11 A. Yes. That was their main -- that was their  
12 main role.

13 Q. Okay. Got it.

14 Do you remember Mr. Matzke attending his  
15 grandmother's funeral?

16 A. Yes.

17 Q. Was there some concern you had about him taking  
18 time to go to that funeral?

19 A. Yes.

20 Q. What was your concern?

21 A. My concern is that he was -- at that particular  
22 time, he was very upset with what -- my putting Will  
23 Morat on administrative leave, and he was very upset  
24 with me, and my concern was that he was leaving because  
25 he was very upset leaving the city.

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1           So I only had a question, and I asked it of the  
2   City Attorney's Office, did he go to his funeral, to his  
3   grandmother's funeral.

4           Q.   Were you able to confirm that he had, in fact,  
5   gone to his funeral?

6           A.   Yes.

7           Q.   Was that the end of that issue, as far as you  
8   were concerned?

9           A.   Yes.

10          Q.   Okay.

11               Do you know somebody named Bob Deis or Deis,  
12   D-e-i-s.

13          A.   Yes.

14          Q.   Who is that?

15          A.   He was a consultant with -- they changed names.  
16   It was -- I think in the beginning, it was Renne Sloan  
17   Sakai, and then I don't -- they changed; they split up  
18   their operations. Public management group, it was. So  
19   he was a consultant there. I also knew him as a city  
20   manager in City of Stockton, when I was in City of  
21   Modesto.

22          Q.   Was he brought in to work for City of Vallejo  
23   at some point?

24          A.   Yes.

25          Q.   When was that?

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1           A.    I don't recall.

2           Q.    What was he brought in to do?

3           A.    He was -- one of the specific items was he was  
4 brought in as a team that we put together as we began  
5 the assessment of the police department, and as far as  
6 once we got the results of that, that he then became  
7 part of our team that we put together to work towards  
8 reform.

9           Q.    Was he ever asked to do anything in connection  
10 with Mr. Matzke's work?

11          A.    Not that I recall.

12          Q.    When you thought Mr. Matzke might be leaving  
13 the City to go to his grandmother's funeral, did you ask  
14 Mr. Deis to do anything with respect to Mr. Matzke's  
15 role?

16          A.    Not that I recall.

17          Q.    Okay.

18                So we talked about Mr. Morat a little bit.

19                What was his title with the City?

20                MS. SHESTON: Vague as to time.

21          Q.    (By Mr. Strauss) When you were city manager?

22                MS. SHESTON: Same objection.

23                **THE WITNESS: Assistant to the city manager.**

24          Q.    (By Mr. Strauss) Was that true the entire time  
25 you were city manager?



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1           A.    Yes.

2           Q.    What was the -- did he have specific duties as  
3   your assistant?

4           A.    His duties evolved over time, so he was  
5   assistant, too, so a lot of the things initially were  
6   projects that he was working on or certain components.  
7   I did ask him to oversee the Housing Authority at one  
8   point in time. But in the last probably year and a half  
9   I focused him on economic development.

10          Q.    Did he have a specific title related to  
11   economic development?

12          A.    No.

13          Q.    And he reported directly to you?

14          A.    Yes.

15          Q.    Was he qualified for his position?

16          A.    Technically and experience-wise, no; however,  
17   he was someone who got things done and learned quickly.

18          Q.    Okay.

19                Did you ever promote him while you were city  
20   manager?

21          A.    No.

22          Q.    Do you remember that he was an administrative  
23   analyst at some point and you promoted him to be the  
24   assistant to the city manager?

25          A.    Yes.

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1 Q. Okay.

2 Going back to Mr. Matzke for a second, did you  
3 ever have any concerns about him in his job performance  
4 prior to the time when you began to think about  
5 terminating him?

6 A. Yes.

7 Q. And how often or when did that happen?

8 MS. SHESTON: When did he start having  
9 concerns?

10 MR. STRAUSS: Yeah.

11 MS. SHESTON: Don't guess, but if you can give  
12 him an estimate, he's entitled to that.

13 THE WITNESS: Yeah. My estimate would be, is  
14 several months prior to, and I don't remember the dates  
15 that we -- I put Will Morat on administrative leave, but  
16 it was several months before that.

17 Q. (By Mr. Strauss) And what were the concerns  
18 you had about Mr. Matzke?

19 A. Mr. Matzke and Mr. Morat were pretty much  
20 always tied together, so their behaviors would be very  
21 consistent.

22 So one of the projects -- and I put them both  
23 together -- we had a project for a multifamily  
24 development on the City's parking garage, and the  
25 business wanting to do the housing side of that was

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1 Factory OS.

2 So Will and Slater -- because, again, put them  
3 together, not part of those meetings -- were negotiating  
4 with the developer. And so understanding our parking  
5 garage was funded by the Transit Authority, it was for  
6 our ferry system.

7 And so Will and Slater were negotiating that,  
8 trying to come up with a term sheet or some agreement  
9 with them to do that project.

10 And so when they did come back and discuss the  
11 project with the Public Works department director and  
12 the Planning director, they had negotiated something in  
13 the words -- in the opinion of the Public Works  
14 director, that were "undoable," because we had certain  
15 requirements of certain spaces we had to develop as part  
16 of an agreement we had with them, plus we had \$10  
17 million were tied to us -- our future development of "X"  
18 number of spaces.

19 And they came back with an agreement that had  
20 less than that, which then ensued in a debate between  
21 the Public Works department and that agreement and --  
22 and Will and Slater's interpretation of that agreement.  
23 They felt that it could be less than what the Public  
24 Works director, Terrance Davis, believed that it was.

25 And so there was quite a debate about that

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1 because the project manager of the City -- the garage,  
2 was the Public Works director, and he had no input.  
3 There was no communication between Will and Slater with  
4 the Public Works director while they were negotiating  
5 that.

6 And so they -- as was the case in the Planning  
7 director, there was no communications there. So there  
8 was a lot of friction --

9 Q. Um-hum.

10 A. -- and certainly disruption in the team by the  
11 fact that they did this all on their own with their own  
12 interpretation of what requirements were necessitated in  
13 that -- in that negotiation.

14 Q. Okay.

15 And we began this because I asked you what  
16 concerns you had about Mr. Matzke.

17 Am I -- is it fair to say that you had the same  
18 concerns about Mr. Morat, because they were working  
19 together on this?

20 A. Yes.

21 Q. And was that situation ever resolved?

22 A. Yes.

23 Q. How was it resolved?

24 A. I -- I -- I asked them to get together and --  
25 because Will and Slater had moved this project into an

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1 understanding by the developer that this is what it  
2 would be. I had to pause it and ask for them to work  
3 together to give me a couple options in regards to some  
4 of which had points likely that Will and Slater had and  
5 then some of the requirements that the Public Works  
6 director found.

7 So at the end of that, it did -- we did -- my  
8 recollection is that we came up with --

9 (Stenographer clarification.)

10 THE WITNESS: -- a term -- a term sheet  
11 agreement.

12 Q. (By Mr. Strauss) And that project moved  
13 forward after that?

14 A. No.

15 Q. Okay.

16 Why not?

17 A. One of the -- one of the other issues  
18 associated with this is that this project's ongoing  
19 during -- during this time that we had this two-week  
20 pause -- or a couple weeks before that, I had placed  
21 Will Morat on administrative leave.

22 And so LaTanya, I can't remember her -- another  
23 employee with the Economic Development Department, and  
24 Slater, I asked them to go over to talk to the Factory  
25 OS people to ask them -- you know, to explain to them

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1     why we were pausing this, and so that they understood  
2     that -- why -- what Will and Slater believed, I think  
3     they believed, was a term sheet would likely be changed  
4     because of these requirements we had.

5             And so Will and LaTanya went over there and --  
6     not Will and LaTanya, I'm sorry -- Slater and  
7     LaTanya went over there, and when Slater came back, he  
8     just told me, They're very upset and want to talk to you  
9     directly.

10            So I called them, and it was a matter of ten  
11     minutes of explaining what I did, and they were very  
12     supportive of what we were doing.

13            After that point in time, I think the  
14     negotiations continued, and I don't -- I can't remember  
15     at what point we were when I left, but it -- it  
16     hasn't -- well, it didn't -- it didn't -- it was  
17     continuing in negotiations. But I don't know -- I can't  
18     remember the status of it when I left.

19            Q.    Is -- is that project known as anything other  
20     than the parking garage development project?

21            A.    Not that I recall at that time.

22            Q.    Okay.

23            Did you take any action as a result of your,  
24     call it disappointment with Mr. Morat and Mr. Matzke's  
25     handling of that negotiation?

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1           A.    In regards to?

2           Q.    To them?

3           A.    Their performance?

4           Q.    Yes.

5           A.    Nothing other than counseling them.

6           Q.    Okay.

7                   And did that play any role in the decision, in  
8   your mind, to terminate them?

9           A.    Yes.

10          Q.    Explain how.

11          A.    There was quite a concern from the other team  
12   members on the leadership team, specifically the  
13   Planning director, but the Public Works director as  
14   well, that they were having difficulty working with Will  
15   and Slater and that they were not communicating with the  
16   rest of the team.

17          Q.    Okay.

18                   Did -- did you put anything in writing as a  
19   result of those concerns?

20          A.    No.

21          Q.    Did you consult with the HR Department about  
22   that?

23          A.    No.

24          Q.    Didn't put anything in their personnel file?

25          A.    No.

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1 Q. Didn't discipline them in any way?

2 A. No.

3 Q. So how did -- how did these events, or these  
4 concerns, play into the decision to terminate them?

5 A. There was a -- there was a -- one -- one  
6 component of it. So you have not just the fact that  
7 they negotiated something that we couldn't live by, we  
8 would have lost significant money with, but they also  
9 did the negotiations without the input of certainly the  
10 Public Works director, who was responsible for that, and  
11 for the agreement to which required specific parking  
12 spaces, but also the Planning director, and that seemed  
13 to be a growing trend with them, which was less  
14 communications about what they were doing on projects  
15 than what other leadership team members felt, and  
16 sometimes going beyond what -- delving into the areas  
17 which would normally be a decision of a Planning  
18 director or a Public Works director.

19 And including me becoming more concerned over  
20 time that they were being less communicative with me as  
21 far as status reports. So one thing I did do was  
22 require a once-a-week status meeting with them to  
23 hopefully provide a lot more communication opportunities  
24 for them to explain to me what was going on with these  
25 projects.



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1 Q. When did you institute that?

2 A. My timelines aren't by dates, but I -- it was  
3 something that -- I'm going to say it was -- the problem  
4 probably grew over the last -- for about eight months  
5 probably. It steadily got more intense probably over  
6 the last eight months --

7 (Stenographer clarification.)

8 THE WITNESS: That started about eight months  
9 prior to their being dismissed, and then it got more  
10 intensified as time went on.

11 Q. (By Mr. Strauss) Okay.

12 But you instituted a program where they met  
13 with you more regularly to discuss what they were  
14 working on; right?

15 A. Correct.

16 Q. And did they attend those meetings?

17 A. Yes.

18 Q. And were they communicative during those  
19 meetings?

20 A. In my opinion is, it was better.

21 Q. Okay.

22 A. But certainly not to my expectations. I had to  
23 ask them a lot of questions on various projects in order  
24 to get information from them.

25 Q. And they answered your questions?

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1           A.    They did answer my questions.

2           Q.    And you counseled them specifically about how  
3 they had gone about negotiating the parking garage  
4 project?

5           A.    In regards to their -- their responsibility to  
6 work with the Public Works director and the Planning  
7 director, yes.

8           Q.    Okay.

9                   And did -- did they change their behavior as a  
10 result of that?

11          A.    I would say for a short -- for a period of  
12 time, yes. So it was that -- it was several months  
13 before Will got placed on administrative leave, so there  
14 wasn't a long period of time between that event and Will  
15 being put on administrative leave.

16          Q.    And Will was put on administrative leave for  
17 issues having nothing to do with what we've just been  
18 discussing; correct?

19          A.    Correct.

20          Q.    Okay.

21                   MS. SHESTON: You're just using it as a  
22 benchmark in time; right?

23                   **THE WITNESS: Correct.**

24          Q.    (By Mr. Strauss) So this issue of them kind of  
25 going off on their own and not communicating what they

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1 were doing, that's what your concern was; is that a fair  
2 way of characterizing it?

3 **A. Yes, at that point in time.**

4 Q. Did you ever tell anyone that that behavior was  
5 one of the reasons why you decided to terminate them?

6 **A. Did I tell anyone?**

7 Q. Yeah.

8 MS. SHESTON: Other than counsel discussions,  
9 legal counsel.

10 **THE WITNESS: Legal counsel discussions.**

11 Q. (By Mr. Strauss) Did you tell anyone else?

12 **A. Specifically about?**

13 Q. That you determined that one of the reasons why  
14 they needed to be let go was because of this  
15 communication issue?

16 **A. Other than legal counsel, no.**

17 Q. Okay.

18 Why is it that you didn't put anything in  
19 writing regarding your concerns about this behavior?

20 MS. SHESTON: Lacks foundation.

21 Go ahead.

22 **THE WITNESS: I had communications with legal  
23 counsel in regards to that.**

24 Q. (By Mr. Strauss) When?

25 MS. SHESTON: Don't guess, but if you can give

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1 him an estimate --

2 (Stenographer clarification.)

3 MS. SHESTON: If you can give him an estimate,  
4 he's entitled to that.

5 THE WITNESS: Most of those communications  
6 would be after Will got put on administrative leave. So  
7 I didn't put anything in writing because I hoped that  
8 they would -- would act on the counseling that I  
9 provided them.

10 Q. (By Mr. Strauss) Will never came back from  
11 administrative leave, did he?

12 A. He did not.

13 Q. So did you have any opportunity to evaluate him  
14 as to whether he was acting on your counseling?

15 A. Very little time.

16 Q. What time did you have?

17 A. I about three months.

18 Q. And he was improving in those three months,  
19 wasn't he?

20 MS. SHESTON: Lacks foundation.

21 Go ahead.

22 THE WITNESS: So I would say there was minor  
23 improvement when it came to meeting me on a weekly  
24 basis. They had the meetings, but I still had to ask  
25 them lots of questions in order to get status on the

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1 number of projects.

2 Several of the other leadership team members  
3 had made complaints about them in the past. And so I  
4 can't recall during that short period of time whether or  
5 not there was any additional complaints.

6 Q. (By Mr. Strauss) When was the very first time  
7 that you had the thought that you may need to terminate  
8 Matzke or Morat?

9 MS. SHESTON: And if it's different as to the  
10 two of them, specify that, if you can.

11 THE WITNESS: Yeah. So Mr. Morat would be --  
12 again, I'm using timelines of when he got placed on  
13 administrative leave -- would be several months prior to  
14 that date, that -- that time frame, when I felt that  
15 Mr. Morat was not performing the duties that -- that  
16 were essential to economic development.

17 In essence, he was creating problems with a  
18 couple of the owners of the businesses or projects that  
19 we had. He was -- it was told to me by one that he was  
20 rude at times in -- during the negotiations. And some  
21 of the projects where we were making claims or they were  
22 making claims that were moving forward very well, were  
23 actually not making the progress that they should have  
24 been making.

25 So that's -- Slater would be at the time that I

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1 placed Will on administrative leave.

2 Q. (By Mr. Strauss) Okay.

3 So I asked you when you first had the thought  
4 that you might need to terminate them.

5 In your mind, where were you at in that  
6 decision-making process when you heard that Mr. Morat  
7 was creating problems with developers during  
8 negotiations? Was that just a thought that this might  
9 have to happen in the future or something more concrete  
10 than that?

11 MS. SHESTON: Vague and ambiguous.

12 You can answer if you -- if you understand.

13 THE WITNESS: Mr. Morat had -- there were  
14 several other things that caused me concern that were  
15 actually prior to him going on -- me putting him on  
16 administrative leave.

17 The -- the request for qualifications for the  
18 Mare Island Preserve was something he wanted to take  
19 responsibility for, and months and months went by and  
20 that never happened.

21 So when I questioned him during briefings, he  
22 finally told me that he decided that we were going to  
23 just keep the Preserve, the City was going to keep it,  
24 and we would maintain it.

25 And it concerned me because that's not, first

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1 of all, what we had told the public and what we told  
2 Council we were preparing this RFQ. Secondly, that was  
3 not his decision to make. Certainly a recommendation  
4 could be made from him, but he made that decision, so he  
5 discontinued his efforts under the RFQ.

6 The -- another project was the Blue Rock, the  
7 golf course up there. So that's a project that had  
8 opposition from Syar Industries, which is the quarry  
9 just above it. And Will was, from their negotiations,  
10 pushing a very hard line on Mr. Syars [sic] and that  
11 corporation's need to be a partner engaged in that  
12 conversation at least so that we could make them  
13 comfortable with the development as to us.

14 And that's where I learned from the Luis Group  
15 on a separate meeting that he felt Will was sometimes  
16 rude and was unreasonably negotiating terms. And what  
17 actually happened then was the Syar -- Jim Syar, the  
18 owner, basically walked away from the table of  
19 discussion and just said, If you proceed with that,  
20 we'll sue you.

21 And so I actually sat down with Will, and  
22 Slater was there, and said, Would it help for me to try  
23 to meet with Mr. Syar and try to work through this?

24 And they said, No, we're -- we've got it --  
25 we've got it handled.

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1           So that -- we ended up with the County even  
2       stepping in trying to be of assistance to negotiate some  
3       type of agreement we could have between those. And,  
4       again, when I left, that had not been worked out.

5           A little tidbit, the truth and honesty is a big  
6       issue. So there was a time when the Chamber of Commerce  
7       director came to me and told me that -- they said that,  
8       "Will's your assistant city manager?"

9           I said, "No, let's be clear. That was not my  
10      assistant city manager. He was assistant to the city  
11      manager."

12          And so I asked Will, "Will, are you out telling  
13      people that?" Because he certainly was -- I think he  
14      had aspirations to -- to rise to that level. And he  
15      said absolutely not. He didn't know where that came  
16      from.

17          And I don't even know how it came up, but I  
18      happened to run across him in LinkedIn where I noticed  
19      that his title on LinkedIn was "assistant city manager,"  
20      not "assistant to the city manager."

21          So, again, a question of truth and openness  
22      and -- and communications was developing --

23               (Stenographer clarification.)

24          THE WITNESS: -- in several areas.

25          MS. SHESTON: Counsel, if you're getting to a



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1 place where we could take a comfort break, that would be  
2 super.

3 MR. STRAUSS: I was thinking the same thing.  
4 Maybe one more question?

5 MS. SHESTON: Sure.

6 Q. (By Mr. Strauss) Did you ever put any of these  
7 concerns in writing?

8 A. No.

9 MR. STRAUSS: Let's go off the record.

10 THE VIDEOGRAPHER: All right.

11 The time is 11:21 a.m. We are going off the  
12 video record.

13 (Recess taken from 11:21 a.m. to 11:34 a.m.)

14 THE VIDEOGRAPHER: Time is 11:34 a.m. and we  
15 are back on the video record.

16 Q. (By Mr. Strauss) Welcome back.

17 Are you okay to continue?

18 A. Yes.

19 Q. And I may as well try to remind you, too, try  
20 to keep your voice up if you can.

21 A. Thank you.

22 Q. Of course.

23 So we were talking about concerns you had with  
24 Mr. Morat, and one of the things you told me was that he  
25 was -- came to your attention that he was rude during

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1 negotiations with developers; correct?

2 A. One of the developers in particular, when I  
3 asked them how the meetings were going, they made that  
4 statement to me.

5 Q. Was that Mr. Syar?

6 A. No.

7 Q. Who was that?

8 A. Jeff Luis with the Luis Group.

9 Q. Which project was that?

10 A. The Blue Rock, slash, Syar project.

11 (Stenographer clarification.)

12 THE WITNESS: Syar project.

13 Q. (By Mr. Strauss) Got it. Thank you.

14 Anybody else tell you that?

15 A. Not -- not in the development or business  
16 environment.

17 Q. Did you do anything with that information?

18 A. No.

19 Q. Okay.

20 Just sort of kept it in your mind?

21 A. Yes.

22 Q. Okay.

23 You told me that another concern you had was  
24 that deals were not being made -- progress was not being  
25 made on deals as you thought it should be; correct?

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1           A.    I think that where I was frustrated was the  
2           fact that they would lead me to believe and that we  
3           would do presentations in front of the community that,  
4           Oh, we got this project going, that project and this  
5           project, when in reality, there were still some very  
6           critical components of those agreements that had to be  
7           worked out.

8                   And I'm of the belief that, you know, until you  
9           are somewhat confident that you're going to be able to  
10          work something out, you don't make it sound like we got  
11          all these great projects going.

12                   So they led me to believe that these were  
13          moving forward and they were just close to being worked  
14          out on several occasions and they weren't.

15          Q.    Which projects are you talking about?

16          A.    Seka Hills, which is the building down near the  
17          ferry terminal. I think the garage was -- or the --  
18          yeah, the garage/housing project was what I believed  
19          moving on a fast-track to actually get done, even after  
20          we had to stop it and pause it.

21                   And a lot of what I learned came after I put  
22          Will on leave and had to become the acting, shall we  
23          say, Economic Development director; that that project  
24          was not nearly as far along when it came to the status  
25          of the owners moving forward with that project.

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1           Blue Rock, when they told me that they didn't  
2   need my help and everything was going fine, that was not  
3   accurate.

4           And so I think just a lot of it was that --  
5   gave me the impression that everything was fine, things  
6   were moving along very well, and they weren't.

7       Q.   Any other projects specifically that you were  
8   concerned about?

9       A.   I would -- well, I mentioned the request for  
10   qualifications requirement or project that Will had was  
11   also something that just was delayed and delayed and  
12   delayed. And then finally, after even telling me  
13   they've been working on it, they're working with this  
14   group and that group to work that through, then he just  
15   decided to drop --

16           (Stenographer clarification.)

17       THE WITNESS: -- he dropped the project of  
18   doing the requests for qualifications and just said,  
19   We're going to maintain it.

20           And those are the ones I can recollect.

21       Q.   (By Mr. Strauss) Okay.

22           And on learning this information, that they  
23   were not moving forward with projects as you thought  
24   they should be, did you do anything?

25       A.   Well, on learning that information?

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1 Q. Yeah.

2 A. I think that's a -- it's somewhat of -- of it's  
3 ongoing, but certainly after Will had left, put on  
4 administrative leave, what I ended up doing was placing  
5 other department heads as heads or leader -- lead  
6 contacts with different projects. For instance, the  
7 garage project was a co-project between Terrance and --  
8 (Stenographer clarification.)

9 THE WITNESS: -- Gillian Hayes, the Planning  
10 director. The Blue Rock was Gillian Hayes became the  
11 lead on that one. And so I had to disperse out some of  
12 those. That's where I learned much more details from  
13 those folks giving me input on where the negotiations  
14 were.

15 Q. (By Mr. Strauss) So just by the fact that Will  
16 wasn't there any longer because he was on leave, you  
17 needed to bring somebody in to work on these projects  
18 with Slater; is that correct?

19 A. Slater and whoever from the department.  
20 LaTanya had a couple of these projects. Yes, that's  
21 where they would be, so they would be the lead, and  
22 Slater would be involved in that, along with LaTanya on  
23 several of these projects.

24 Q. And Slater was continuing in the role that he  
25 had previously done?

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1           A.    Yes.

2           Q.    And so when you -- sounds like you've got more  
3           information after Will went out about the status of  
4           these projects; right?

5           A.    Correct.

6           Q.    And did you do anything with respect to  
7           Slater's shortcomings on these projects when you learned  
8           about them?

9           A.    I think that -- again, I'm going to say that  
10          Slater and Will were in all of the conversations and  
11          meetings. And it wasn't Slater's role to be doing  
12          the -- the -- you know, actually pushing the projects  
13          forward.

14                So I saw Will as the one who would give me the  
15          specifics of the information, and I saw him as the one  
16          actually responsible for these projects not being on  
17          schedule. Honestly, the rudeness comment would have to  
18          be Will. Slater was usually very well articulate in his  
19          presentations. So most of that was Will.

20                So Slater, I viewed as he was someone who could  
21          speak the business in Economic Development language with  
22          people. He was very good at making the contacts and  
23          really promoting the City.

24          Q.    So these shortcomings that you've been telling  
25          me about Slater, you didn't necessarily blame

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1 Mr. Matzke?

2 I'm sorry. I mixed that up.

3 You've been telling me about Mr. Morat's  
4 problems.

5 And is it fair to say you didn't necessarily  
6 blame Mr. Matzke for what Mr. Morat had been doing?

7 A. Specific to the actual status of projects --

8 Q. Okay.

9 A. -- and where he would report they are.

10 Q. Okay.

11 A. Some of the friction caused within the  
12 department, within the -- within the -- within the  
13 City-wide leadership organization, both of them were --  
14 had -- had -- I received complaints from both of them.

15 Q. All right.

16 Before the break, you told me that you had some  
17 concerns that Mr. Matzke might need to be terminated;  
18 that came to your attention after Will was placed on  
19 administrative leave.

20 Do you remember that testimony?

21 A. Yes.

22 Q. What did you mean by that?

23 A. Mr. Matzke was extremely upset over my decision  
24 to put Will on administrative leave.

25 Q. Did he tell you why?

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1           A.    He told me it should be Judy Shepard-Hall put  
2   on leave and not Will, and that the HR director hadn't  
3   done enough with LaTanya's complaints earlier. And,  
4   again, that Judy should be the one placed on leave, not  
5   Will.

6           Q.    Okay.

7                   And what about that caused you concern?

8           A.    What caused me concern is that I explained to  
9   him that there would be an investigation, and that to  
10   stay calm and just let it go, because he was very upset.  
11   And I had to repeat that multiple times to him. And he,  
12   I believe, refused to accept that as a solution to his  
13   being extremely agitated and angry about that.

14          Q.    What did you observe to lead you to believe  
15   that he wasn't accepting your instructions to stay calm?

16          A.    First of all, after that day, his demeanor  
17   completely changed. Communications, working with  
18   others, he completely became a negative person, which  
19   was not Slater.

20                So I think I had asked him if he would become  
21   interim director, and in essence, he ended up telling me  
22   that he would only do that if Will's administrative  
23   leave only lasted a couple days.

24                And I said it will be -- it has to wait, you  
25   know, to go through the process of doing a investigation



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1 into that, and I'm not going to be doing that in two  
2 days. That's just not going to happen. Which  
3 frustrated him with me. He indicated that Will was  
4 Economic Development, that Economic Development would  
5 fail without Will.

6 Later on, when I asked him basically the final  
7 time to say, Would you be the interim for me in the  
8 absence, he told me no, because he can't do two jobs at  
9 once. And those were all with a very disrespectful way  
10 of -- of telling me that, kind of like, You made the  
11 wrong decision and you're going to pay for it.

12 Q. And in your own mind, when did you first decide  
13 to terminate Slater Matzke?

14 A. Well, I didn't decide -- I didn't decide to  
15 terminate him until I decided to terminate him.

16 Q. When was that?

17 A. April.

18 Q. Okay.

19 And he was, in fact, terminated in April of  
20 2020; correct?

21 A. That's my recollection, yes.

22 Q. When -- when was Will placed on administrative  
23 leave? Are you able to fix a time frame for that?

24 A. I -- I can't. I don't remember that. I don't  
25 want to guess at that one.

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1 Q. That's fine. It's in the record.

2 So let's talk about Will's administrative  
3 leave.

4 Who made the decision to put him on  
5 administrative leave?

6 A. I did.

7 Q. Why?

8 A. So it's a personnel matter related to a  
9 different incident.

10 Q. Okay.

11 A. Is that --

12 Q. It's all right.

13 A. Okay.

14 Q. It's all out there. LaTanya; right?

15 A. Am I well trained in personnel matters?

16 So your question, again? I'm sorry.

17 Q. Why did you place him on administrative leave?

18 A. So probably eight months to a year before that  
19 day, Judy had -- Judy Shepard-Hall had initiated a  
20 complaint against Will for discrimination, and a lot of  
21 it had to do with LaTanya in the sense that Will  
22 would -- Will had been the Housing Authority director on  
23 an interim basis, and then Judy Shepard-Hall came in.

24 And so some of the complaints were that Will  
25 was still -- would take LaTanya out to lunch and still

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1 communicating with her, and Judy felt that was very  
2 undermining and actually discrimination against her, so  
3 we did an investigation.

4 Q. Discrimination on the basis of what?

5 A. I don't recall.

6 Q. Okay.

7 Judy Shepard-Hall a member of any protected  
8 class that you're aware of?

9 A. She's a female African-American.

10 Q. Okay.

11 Was that the basis of her complaint?

12 A. I don't recall.

13 Q. Okay.

14 So when you say "we" did an investigation of  
15 her complaints, who's "we"?

16 A. So Human Resources would be the people that do  
17 the -- that would look into that complaint.

18 Q. Was Heather Ruiz head of HR at the time?

19 A. Correct.

20 Q. Okay.

21 A. Correct.

22 And so that was completed, and we learned some  
23 of these issues that related to this. And so I -- we --  
24 I and Heather Ruiz met with Will and counseled him and  
25 said it needs to stop, especially your -- your contacts

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1 with LaTanya and -- and interfering with Judy's roles  
2 and responsibilities; and told him he needed to stop and  
3 we would evaluate further if it continued or happened  
4 again, as far as type of disciplinary action. So it was  
5 counseling.

6 Q. Let me pause you there.

7 Was there anything put in writing with respect  
8 to the findings of the complaints against Mr. Morat?

9 (Stenographer clarification.)

10 Q. (By Mr. Strauss) Morat.

11 A. I don't know that. I think that -- I don't  
12 believe that. If so, it would be part of the Human  
13 Resources/Heather Ruiz file.

14 Q. Did somebody reach a conclusion that Mr. Morat  
15 had violated the law and discriminated against Judy  
16 Shepard-Hall?

17 A. I don't recall specifically.

18 Q. Was Will Morat disciplined for discriminating  
19 against Judy Shepard-Hall?

20 MS. SHESTON: Vague as to the term  
21 "disciplined."

22 Go ahead.

23 THE WITNESS: We counseled him.

24 Q. (By Mr. Strauss) You talked to him?

25 A. Correct.

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1 Q. Did you put a note in his file that he had been  
2 counseled?

3 A. Not that I'm aware of.

4 Q. What was your role, if any, into that  
5 investigation of Judy Shepard-Hall's complaints?

6 A. None.

7 Q. How did you learn the results of that  
8 investigation?

9 A. Human Resources director.

10 Q. Heather Ruiz?

11 A. Correct.

12 Q. What did she tell you?

13 A. Well, I should clarify that. I -- I can't  
14 remember the exact complaint on discrimination.

15 Q. All right.

16 A. I know that the findings were -- had to do a  
17 lot with his interference and engaging him in -- in  
18 meeting with LaTanya and providing her input, and then  
19 her relaying that to Judy Shepard-Hall. So LaTanya and  
20 Judy Shepard-Hall, that was a -- that was -- they were  
21 in conflict with each other as well.

22 Q. Sure.

23 This was about a year prior to the  
24 administrative leave?

25 A. I'm thinking that, yes.

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1 Q. So at that time, a year prior, what was -- was  
2 there any reporting relationship between Will and Judy  
3 Shepard-Hall?

4 A. No.

5 Q. Was there any reporting relationship between  
6 LaTanya and Will Morat?

7 A. No.

8 Q. They were former -- formerly reporting?

9 A. That's correct.

10 Q. And so now LaTanya's reporting to Judy  
11 Shepard-Hall?

12 A. Correct.

13 Q. And Judy Shepard-Hall was concerned that Will  
14 was still -- was it going to lunch with Tanya? What was  
15 the interaction that she was concerned about?

16 A. That he was -- he was providing his opinion on  
17 how the department should operate.

18 Q. And that was inappropriate in your view?

19 A. Yes.

20 Q. Why?

21 A. Because it was undermining Judy's ability to do  
22 her job with a direct subordinate of her.

23 Q. Okay.

24 And as a result of that HR investigation, was  
25 there a conclusion reached that he, in fact, was

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1 undermining Judy Shepard-Hall?

2 A. I don't recall the specifics of that, but  
3 certainly in my mind, that was a concern; that was  
4 validated; that -- that Judy's concern was real; that  
5 Will had been discussing the operations of the Housing  
6 Authority and making, I don't want to say  
7 recommendations, but certainly suggestions to LaTanya.

8 And so we -- so we counseled him that that  
9 needed to stop and the relationship with LaTanya just  
10 needed to stop, as far as taking her out to lunch and  
11 discussing Housing Authority at that time.

12 Q. Is it LaTanya or Tanya?

13 A. LaTanya.

14 Q. That's what I thought. I thought I heard you  
15 say Tanya and doubted myself.

16 A. Speak up.

17 Q. All right.

18 So did you and Heather Ruiz verbally counsel  
19 Will Morat about the situation?

20 A. Yes.

21 Q. And you told him what?

22 A. Told him that he needed to discontinue doing  
23 that as far as meeting with her and discussing the  
24 Housing Authority issues. And I did tell him I thought  
25 it was inappropriate for him to be taking her out to

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1 lunch on a regular basis, especially in her role as the  
2 Housing -- being right under Judy Shepard-Hall. And so  
3 I told him he needed to discontinue that, and certainly  
4 be respectful of Judy.

5 Q. Okay.

6 And he followed those instructions up until the  
7 point you had to put him on administrative leave?

8 A. Yes.

9 Q. Okay.

10 So during this time frame, a year prior to the  
11 administrative leave up until the administrative leave,  
12 were you aware that LaTanya was making complaints  
13 against Judy Shepard-Hall?

14 A. Yes. I mean, I had been told that by others.

15 Q. What type of complaints did you learn of?

16 A. I don't recall specifics of what her complaints  
17 are. I heard it through Will and Slater and in talking  
18 to the -- Heather Ruiz, the HR director. All three of  
19 those mentioned some type of complaints.

20 Q. Okay.

21 And do you recall there was a specific  
22 complaint that was made that led up to the  
23 administrative leave?

24 A. Can you --

25 Q. Yeah.



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1 Are you familiar that -- with the fact that  
2 LaTanya made a specific complaint about Judy  
3 Shepard-Hall that Will got involved with that led to his  
4 administrative leave? Just in general?

5 A. I -- I placed Will on administrative leave and  
6 that was -- it was not --

7 (Stenographer clarification.)

8 THE WITNESS: I was not aware of that and the  
9 complaint was not an issue.

10 Q. (By Mr. Strauss) Okay.

11 Are you aware of HR investigating complaints  
12 that LaTanya made against Ms. Shepard-Hall?

13 A. I was told it was -- her complaints were  
14 reviewed --

15 Q. When?

16 A. -- through Heather.

17 Q. When in this time?

18 MS. SHESTON: When was he told or when were  
19 they reviewed?

20 Q. (By Mr. Strauss) When were you told?

21 A. I -- my best recollection, it was more than  
22 just at this period of time, and then prior to that,  
23 that I was informed there were complaints.

24 And I think -- yeah.

25 Q. Did anyone ever share with you the results of

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1 any of those complaints? Whether they were  
2 investigated, whether any findings were made?

3 A. My recollection is that Heather mentioned that  
4 there were. There were issues on, actually, all three  
5 sides when it came to Will, as well, that there was no  
6 one person. They all had -- they all had parts or  
7 pieces of it that needed to be changed or should have  
8 been changed.

9 Q. When did Ms. Ruiz tell you that?

10 A. I don't know specifically, but it was before  
11 putting Will on administrative leave, and it was months  
12 before. Because I don't recall much conversation.

13 I think a lot of it -- a lot of the time period  
14 would be when I agreed to move LaTanya over to Economic  
15 Development to try to relieve that -- the friction and  
16 conflict there over to Will Morat in Economic  
17 Development.

18 And so in that window of time, I believe, is  
19 when we had the conversation about all parties here are  
20 of some fault.

21 Q. Okay.

22 And so at some point in time, you, again, made  
23 Will Morat LaTanya's direct supervisor, as opposed to  
24 Judy Shepard-Hall?

25 A. They requested that I move -- that I allow that

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1 to occur and I concurred.

2 Q. And when did that happen?

3 A. I don't --

4 Q. Okay.

5 So we began this journey when I asked you why  
6 did you place Will Morat on administrative leave and --

7 A. Correct.

8 Q. -- you said, Well, it goes back to the HR  
9 investigation a year or so before?

10 A. Correct.

11 Q. And what's the connection?

12 A. So we had that counseling session, and then --  
13 so my understanding of this -- a particular incident  
14 occurred where Judy Shepard-Hall was holding a meeting  
15 and invited Mr. Morat, Will, to it. And Mr. Morat  
16 showed up with LaTanya, who wasn't invited to the  
17 meeting.

18 And my understanding is they -- Will and Judy  
19 went out into the hall where she explained that to him,  
20 and he became very frustrated and agitated, and he went  
21 back in the room and he and LaTanya both left the  
22 meeting.

23 Q. Okay.

24 A. And then I was told by one of the individuals  
25 in that room that he came back and started talking about

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1 the problems with Judy. And then later, we received an  
2 e-mail of him outlining Judy being discriminatory first  
3 against LaTanya.

4 And without knowing all these details, I  
5 felt -- I felt strongly that I needed to stop this  
6 situation, which was basically -- what do you call it --  
7 recurrence or a building on top of what was already a  
8 problem, and his public -- or his discussing with other  
9 employees, his personnel issues with Judy, I found  
10 extremely inappropriate. And so I placed him on  
11 administrative leave until we could investigate it, and  
12 I would be able to find out the facts of that decision.

13 Q. Okay.

14 And earlier you had been told by Heather Ruiz  
15 that this was sort of a three-headed problem with the  
16 three folks involved; right?

17 A. Correct.

18 Q. And did you consider placing Judy Shepard-Hall  
19 on administrative leave?

20 A. Yes.

21 Q. Okay.

22 Why did you not do that?

23 A. Because I felt that, first of all, Will was --  
24 in the specific instance that we already investigated,  
25 Will was found that he needed to -- he needed to be

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1 counseled for it. So he was already on notice of that.

2 But when he actually went back in the room and  
3 started discussing a personnel matter and his issues  
4 with Judy with other employees, and then to actually put  
5 it in writing afterwards, I felt that was extremely  
6 inappropriate. And at that moment, I made the decision  
7 because of those actions, I would put him on  
8 administrative leave.

9 Q. Okay.

10 A. Those two -- we say in the neutrality of who  
11 was at fault here, those two actions, where he went out  
12 and started the discussing that LaTanya is the one  
13 that's discriminated against and started making those  
14 public accusations, I felt that was -- that that was  
15 inappropriate for him to do that in regards to another  
16 employee.

17 He should have gone to Human Resources, he  
18 should have gone to the City Attorney's Office, and not  
19 ended up going to -- to them -- to the employees that  
20 were in the room.

21 Q. Who was in the room?

22 A. Well, I think the person I heard it from was  
23 Gillian Hayes, the Planning director was in the room.

24 Q. Is it true that everyone in the room other than  
25 LaTanya was at the director level?

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1           A.    I don't know.

2           Q.    Were there -- was there anyone there that  
3   you're aware of who was not a director?

4           A.    I don't know.

5           Q.    You don't think it's appropriate for directors  
6   to discuss personnel issues between themselves?

7                   MS. SHESTON: Vague and ambiguous. Overbroad.  
8   Lacks foundation.

9                   Go ahead.

10                   THE WITNESS: Generally, I would say no to  
11   cross over into the other departments or other neutral  
12   parties. I think that there were other lower-level  
13   employees in that room as well. I'm just not confident  
14   that there was.

15                   So I think that it's -- you can talk about  
16   employees, but certainly personnel matters should be  
17   handled through the Human Resources group or through the  
18   City Attorney's Office or me.

19           Q.    Before placing Will Morat on administrative  
20   leave, who in HR did you consult with?

21           A.    Heather Ruiz.

22           Q.    What did you discuss with her?

23           A.    Discussed the particular verbal communications,  
24   but even more the written communication; that it was  
25   inappropriate for him to put out e-mail in regards to

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1 his opinion of Judy's position as Housing Authority  
2 director.

3 Q. Which of you raised the suggestion of putting  
4 him on administrative leave?

5 A. I don't recall which of us. I made the  
6 decision.

7 Q. Did she concur in that decision, as far as you  
8 understood?

9 A. Yes.

10 Q. Did you consult with any lawyers before putting  
11 him on administrative leave?

12 A. I don't recall.

13 Q. Okay.

14 And what was the purpose of him being on  
15 administrative leave?

16 A. So that we could investigate the incident.

17 Q. Was it meant to be a disciplinary action or you  
18 just wanted him out of the way to investigate?

19 A. I didn't -- it was -- it was absolutely not a  
20 disciplinary action. It was simply to get the facts of  
21 what happened from everybody; Judy, Will, and certainly  
22 those who were present in the room as well.

23 Q. Was it a paid leave?

24 A. Yes.

25 Q. Was he supposed to do any work while he was on

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1 leave?

2 A. No.

3 Q. Why couldn't you investigate without putting  
4 him on administrative leave?

5 A. Because I was concerned of all the things that  
6 had been adding up to this moment in time and that I  
7 didn't feel that I could trust him to stick to the  
8 issues related to economic development, and there would  
9 be further issues with other departments.

10 His requirement to do his job, he needed to be  
11 working with all sorts of other department heads and  
12 Planning, City Attorney's Office, and I was not  
13 comfortable with him continuing to have that presence in  
14 the organization at that time.

15 Q. What were you concerned he might do if he was  
16 not removed from the workplace?

17 A. I was concerned that he was obviously very  
18 agitated and angry about the incident, and I'm sure  
19 he -- well, I'm sure -- I'm quite sure he was much more  
20 agitated on the fact that being on administrative leave,  
21 and I was not comfortable with him working within the  
22 organization with that level of agitation.

23 Q. Are you saying that you observed him become  
24 more agitated after you told him he was on  
25 administrative leave?